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Pratik/knut-inge
fixture recap dated 29,01,2009
M.V. MEDI IMABARI
PAN FLAG BLT MES 2/2008
56,047 MTDW ON 12,573 m SSW draft (TPC 55,20)
189.99 LOA / 32,26 BEAM
31236/ 18504 GRT/NT
CLASS NK
5HO/5HA - FOLDING TYPE H/COVERS
Abt-70,800 CBM GR IN M/H
4 CR 30 TSWL (24 T SWL WHEN OPERATING WITH GRABS)
4 EL/HYDR GRABS 12 CBM CAPACITY
ALL DETAILS ABOUT
D. Grain/bale capacities by hold excluding wing/top side tanks but
including hatchways:
                        Hold #1:
                                        12,713.5
                        Hald #2;
                                        14,709.8
                                                         14090.0
                        Hold ∦3:
                                        14,652.0
                                                         14050.7
                        Hold #4:
                                        14,709.8
                                                         14090.0
                                                         13720.8
                        Hold #5;
                                        14,025.6
                        : 3EPB6
-CALL SIGN
-CLASS SOCIETY
                        : NKK
-REGISTER No.
                        : 33574-08
-NATIONALITY OF M/C
                        : S/KOREAN AND FILIPINO
-NRT/GRT
                        : 18,504T / 31,236T
-HATCH COVER TYPE
                        : MACGREGOR CYLINDER FOLDING TYPE
-CUBIC BREAKDOWN
                        : 70,810.7 CUBIC.M.
-HATCH SIZE
                        : H1/17.60M x 18.92M H2/21.12M x 18.92M
                          H3/21.12M x 18.92M H4/21.12M x 18.92M
                          H5/21.12M \times 18.92M
-LAST TWO CARGOES
                        : COAL IN BULK
-TYPE & GRABS AND CRANE : ELECTRO HYDLAULIC OPERATED AND IHI SINGLE
                          DECK CRANE / H300185-260(25')B / 4 SETS
                        : THE JAPAN SHIP OWNERS! MUTUAL PROTECTION
-NAME OF PANDI CLUB
                          & INDEMNITY ASSOCIATION
-CRANE OUTREACH
                        : 26 METERS
-H AND M VALUE
                        : na
-INSURED VALUE
                        : abt 60 mill
-CHARTS: A/C Cetragpa S.N.C. Suresnes, France
-OWNERS: D'Amico Shipping UK Ltd.
 2 Anne's Queen Gate Building
 Dartmounth Street
 St. James's Park, London SW1H9B, UK
-45000 10 pct moloo bulk coal
```

-1 sa Jorong/1 sb Villanueva (Phi Isl)

-10000 mts shine wwd load/15000 mts shine wwd disch

-5/12 Feb with etr feb 5/6 th

-12 hrs tt bends eiu

-frt usd 3.75 pmt fiot bss 1/1
-port expenses for ows acct max (including agency fee): usd 7500 at Jorong and max
usd 25000 at Villanueva
-dem usd4500 pd/pr dhdltsbends
-4.25 PCT ADD COMM PLUS 1.25 PCT PARETO DRY CARGO
-other as per d'Amico/Cefragpa Medi Chennai op dated 12/june/2007 with logocal amendments
-pls find altached the banking dets

thank you very much for this fixture

best regards

knut-inge

d'Anilon UK styleðbank - new (wef 26.05.2005), for fit invoice xis scap0001.pdf

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19
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Clao.

Medi imabari will be performing the D'Amico / EE cp dd 11.May,07 - Voy,18.Layçan 18-27 feb.

for reference the terms of the cargo are;
 banjarmasin/kohsichang
 12000shinc bends
 fit usd 11,50 prat flos bss 1/1
 demm: usd 8190 pdpr

++++

Best Regards,

<del>有表达 我的小说的我的她我也也在我也的我们就不要的你我们就有这个的人的人的人,这么一点,这么不要的人的人人人人的心态,也不是这么有么么人人,也不</del>是不是

d'Amico Dry - Singapore Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pretik Ray Chowdhury P +65 6854 7363 / M +65 9833 9543

d'Amico Dry - Monaco Gustavo Corfetti P +377 9310 5604 / M +377 6 8086 3066 Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

d'Amico Dry - Vanccuver Lorenzo Bottezzi P +1 604 484 8022 / M +1 778 888 6528

> Julana Pingkan <operations@ssyjkt.com>

To "D'amico Singapore" <drysingapore@damicoint.com>

02/10/2009 10:58 AM

cc "D'amico - Operations" <ops.dry@damicoint.com>

Please respond to
Julana Pingkan <operations@ssyjkt.com>

Subj. RE: D'Amico / EE cp dd 11.May.07 - Voy.18-MEDI DUBLIN

PT. SIMPSON SPENCE & YOUNG INDONESIA (SSY JAKARTA)
Tel: +62 21 57942330 Fax: +62 21 57942331

2/10/2009 9:58:32 AM / JP8489976

Pratik / Julana

cc: Capt Satish

RE: D'Amico / EE cp dd 11. May. 07 - Voy. 18-Nominations

KINDLY NOTE THAT CHARTRS HAVE JUST CONFIRMED THEIR ACCEPTANCE OF MEDI IMABARI FOR VOY NO.18 UNDER THE COA.

KINDLY INSTRUCT MASTER TO UPDATE ETA LOADPORT NOTICES AS PER C/P TO ALL CONCERNED ALONG WITH CARGO QTTY LOADING AND STOWPLAN.

Await yrs thanks,

Best regards SIMPSON SPENCE & YOUNG, JAKARTA Julana Pingkan/Ops Dept. Nob: +62-811895224 Email: operations@ssyjkt.com

MSN: julanapingkan@hotmail.com (Chat Only)

ciao,

Medi valencia has been fixed to Noble for a trip to China with Ironore at usd 8500pd. The clean recap is as below.

For ops:

-Chrtrs will pay 21 days hire in the first payment with no payment for bunkers. -BOR same as BOD.

++

The broker is Howe robinson HKG.

Best Regards,

d'Amico Dry - Singapore Thomas Ringberg P +65 6854 7361./ M +65 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 / M +65 9833 9543

d'Amico Dry - Monaco Gustavo Corfetti P +377 9310 5604 / M +377 6 8086 3066 . Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

d'Amico Dry - Vancouver Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

> Howe Robinson Shipbrokers - Handy / Handymax Dept. London - Hong Kong - Shanghai - Tokyo - Johannesburg - Hamburg -

Piraeus

E-mail: hrs.hdy@howerobinson.com MPF58886916 20/11/2008 10:39:13

PRATIK/ALVIN

RE: MEDI VALENCIA/NOBLE - FULL RECAP

PLSO TO RECAP A CLEAN FIXTURE DATED 20/NOV/08

M/V MEDI VALENCIA Geared/Grabbed Handymax BC Built Mitsul Engineering & Shipbuilding Co Ltd. Japan Jan/08 , HKG flag Abt 56,014 dwt on 12.573 m ssw (tpc 55.8) LOA 189.99m/ Beam 32.26 m GT/NT abt 31,236 / abt 18.504 Grain cap abt 70,700 cbm 4 x 30 mt SWL with 4 x 12 cbm grabs 5 Ho/5 Ha Speed/consumption in smooth weather upto max BF4/DSS3, no adverse

**LB DEP 169** 

7,

current, excluding sailing in restricted areas and/or in/out ports:
Laden abt 13.5 km on abt 31.5 mts IFO for M/E plus abt 1.8 MT
IFO+0.2mt
mdo for D/G
Ballast abt 14.3 km on abt 31.5 mts IFO for M/E plus abt 1.8 MT
IFO+0.2mt
mdo for D/G
Port cons idle abt 2.8 mts IFO + 0.3mts MDO,, working 24 hrs abt 5MT
IFO +
1 mts MDO
Vessel may use minor quantities of diesel whilst navigating narrow, shallow, busy/restricted water areas, canals, in and out of port, engine/generator starting/stopping
All details—about\_

- OWRS ADVISE/CONFIRM FOLL ADDITIONAL INFO :-
- 1) OWNERS/DIS OWNERS FULL STYLE
  Owners: Nico Marine Ltd
  Flat D, 18 F, 7 Ngan Fung St, Wong Tai Sin,
  Kowloon, Hong, Kong
  Tel: 852-2351-5467 fax: 852-2351-5044

Disponent Owner
d'Amico Dry Ltd
c/o Cogema Sam
20 Blvd, de Suise
Monte-Carlo MC 98000 Monaco
Tel: 377-93105270 Fax: +33-1-7079-2002
E-mail: ops.dry@damicoint.com

- 2) MANAGER'S FULL STYLE
  Temm Maritime Co. Ltd.
  Boeki Bldg 8F Room 810
  123-1 Higashimachi, Chuo-Ku.
  Kobe, Japan
  Tel: +81-78-331-6201 Fax: +81-78-331-6220
  E-mail: temmkobe@temmkobe.co.jp
  - 3) VSL'S PNI CLUB Japan P & I
  - 4) VSL'S ENM VALUE Insured Amount: Jap Yen 3,000,000,000
  - 5) VSL'S FO/DO/FW TANK CAPACITIES 100% Cap in m3: FO/2509.4 DO/135.9 FW/428.0
  - 6) VSL'S ITINERARY AND LAST 3 CARGOES
    Mundra Disch eta: 20 Nov-08 Etd: 25 Nov-08
    Last 3 Cargoes: 1. Ferlilizer 2. Steel Products 3. Grain ( Soya beans)
  - 7) VSL'S CLASS. OWNERS CONFIRM VSL FULLY CLASSED AND WILL REMAIN SO CLASSED DURING THE PERIOD OF CHARTER. YES
  - 8) VSL STRENGTHENED FOR HEAVY CARGO AND CLASSED FOR ALTERNATE HOLD LOADING YES

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9) VSL'S CONSTANT AND TPC/TPI
   Contant: 260mt TPC: 55.8
   10) VSL'S DWAT AND TPC ON 11.8M/12/12.5M SSW
   Draft
              DWT
                              TPC
              51,707
                              55,5
   11.8
   12.0
              52,816
                               55.6
   12.5
              55,606
                               55.7
   11) VSL'S WLTHC IN LIGHT/HEAVY BALLAST CONDITION OR
   VSL'S WLTHC IN BALLASTED/FULLY LADEN CONDITION
       WLTHC ( Air draft M): Light Ballast
                                                Heavy Ballast
                     14,99
       Hatch C 1
                                         11.64
                               14.66
                                                  11.55
                               14.30
                                                  24.44
                         3
                               13.94
                                                  11.34
                                                  11.24
                         5
                               13.59
   12) NATIONALITY OF OFFICERS AND CREW
All Filipino
   13) VSL'S RATCH SIZE
   H1 = 17.6 \text{M} \times 18.92 \text{M} H2 to 5= 21.12 X 18.92M
   14) VSL'S GRAIN CAPACITY B/D BY HOLD (M3)
   H1=12,713.50 H2= 14,709.80 H3=14,652.00 H4=14,709.90 H5=14,025.60
   Total: 70810.80
   15) VSL SUITABLE FOR GRAB DISCHARGE
   YES ( 4 grabs / 10t 12m3 cap)
   16) VSL'S DEBALLASTING TIME
   20 hrs { normal deballasting time }
   Deballasting hold no. 3 = 12 hrs additional
   17) VSL'S GRT/NRT
   GRT: 31,236 NRT: 18,504
   18) VSL'S MAX/ALTERNATE SPEED/CONS
   As per CP
   19) VSL'S INMARSAT/TLX NO.
   INM-C ID: 447700941 MDVA X INM-F Phone 764821630
   FAX: 764821632 EMAIL: master.VRDN8@globeemail.com
   20) OWNS CONFIRM VSL CAN MAINTAIN MAX 13M WLTHC THOROUGHT LOADING
   BASIS ONE LOADING ARM
       YES ( HOLD NO. 3 BALLASTED )
   21) OWNERS CONFIRM THAT IF LOADING MADRAS VSL'S ARRIVAL DRAFT AT
   LOAD PORT WILL BE MIN 19FT FORE AND 24FT AFT
       YES, with hold 3 fully ballasted.
   22) Please confirm Owners' have a valid ISSC :
   Please fax a copy of same.
   Pls see attachment
   23) Please advise CSO and SSO details :
   CSO: MR. Yoshihiro Iwai ( Contact details pls see Ship's manager )
   SSO: C/Off Allan B. Alviola
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F.

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- 24) Please advise Head-Owner's full style and address: Please see item 1 or c/o Ships manager.
- 25) Please advise last 10 ports of call : Please attachment Voyage memo.
- OWNERS DAMICO DRY LIMITED, DUBLIN-HEAD OWRS NICOMARINE
- ACCOUNT NOBLE CHARTERING INC, BVI
- FIXTURE TO BE KEPT STRICTLY PNC
- DEL DLOSP MUNDRA ATDNSHINC
- LAYCAN 24/29 NOV 08 LT

- FOR 1 TCT VIA SPS SBS SAS AA AWIWL VIA INDIA TO CHINA WITH HARMLESS/LAWFUL IRONORE IN BULK INCL IORE FINES, LUMPS AND PELLETS.
- REDEL DLOSP 1 SP CHINA ATDMSHINC CHRS TO ADV INTENDED REDELY PORT WHEN\_VSL PSG SPORE
- HIRE USD 8,500 DIOT
- ILOHC USD5000 L/SUM
- CVE 09D1,350 PM/PR
- BOD ABT 1100/1300 MT IFO AND ABT 30-40MT MDO BOR AS ABOUT SAME AS BOD BUNKER PRICES FOR THE DELY QTTY BENDS . USD250 PMT FOR IFO AND USD550 PMT FOR MDO
- CHRTRS TO PAY WITH FIRST 21 DAYS HIRE W/O BUNKER VALUES W/I 3 BANKING DAYS AFTER VSL'S DELY.
- V6L'S HOLDS ON ARRIVAL AT 1ST LOADPORT TO BE CLEAN, SWEPT, DRY AND FREE OF LOOSE RUST/PREVIOUS RESIDUE TO SATISFACTION/APPROVAL OF INDEPENDANT SURVEYORS TO LOAD THE INTENDED CARGO OF BULK IRON ORE. FAILING SAME, VSL TO BE OFF-HIRE FM THE MOMENT SHE IS FOUND DIRTY AND NOT ACCEPTABLE FOR LOADING UNTIL SHE IS READY, CLEAN AND ACCEPTED TO LOAD.

ALSO ALL DIRECTLY RELATED EXPENSES DUE TO SUCH FAILURE TO BE ON OWNS A/C.

- CHRS ALWAYS SUPPLY BUNKER AS PER SPECIFICATION OF BTB CP. CHRTRS CAN DEDUCT OWNERS ESTIMATED EXPENSES FROM LAST SUFFICIENT HIRE BUT MAX USD 500 PER PORT.
- OWNERS CONFIRM VSL'S GEARS AND GRABS ARE SUITABLE FOR LOAD/DISCHARGE BULK IRON ORE, FREE OF CHARGES USING SAME BY CHTRS.
- 3.75 PCT ADD COMM + 1.25 PCT TO HOWE ROBINSON
- OTHER TERMS/CONDITIONS BASED ON OWRS BTB C/P WITH LOGICAL

ALTERNATIONS ON TOP OF MAIN TERMS AGREED PLUS FLWG AMENDMENTS :

- LN 108 REPLACE 'FORTY FIVE (45), THIRTY (30), TWENTY (20)' BY '15/10'
- LN 110 REPLACE '10' BY '7'
- IN 252-261 DELETE ALL AND RE-WRITE AS
  'NO DRY-DOCKING IN THIS CHARTER PERIOD EXCEPT IN CASE OF EMERGENCY'

END

TRUST THE ABY IN LINE WITH YR RECORD.

OPERATIONS WILL BE HANDLED BY HONG KONG OFFICE. PLS RELAY ALL POST-FIXTURE MSGS TO hrs.opsfeast@howerobinson.com WITH ATTN Ms. ANDORA MA. HER DIRECT LINE IS +852-35551133

MANY TKS FOR THIS CLEAN FIXTURE.

Regards, Alvin Mak Howe Robinson Hong Kong Dir (852) 3555 1188 Mob (852) 9210 3085 Eml\_hrs.hdy@howerobinson.com

This e-mail and any attachments are believed to be free from viruses but it is your responsibility to carry out all necessary virus checks. Howe Robinson Shipbrokers accepts no liability for any damage caused by any virus transmitted by this e-mail.

- MediValencia amended trip TCT.pdf - IMG.pdf - VOYAGE MEMO REVISED.pdf

#### HERE BELOW IS VESSEL'S CLEAN FIXTURE RECAP

--- Forwarded by Paolo Montella/Montecaric/Cogerna/D'Amico Group on 26/02/2009 07:06 PM -

Lightship chartering <fiesh@lightship.dk>

To <dry@damicoint.com>

26/02/2009 06:12 PM

· cc

SLID MEDIVALENCIA / CARGILL

ect

FRM: LIGHTSHIP CHARTERING A/S, GENTOFTE

PHONE: +45 45460777 / FAX +45 45460770 NWW.LIGHTSHIPCHARTERING.COM

CHART: FLASH@LIGHTSHIP.DK / OPS: OPSFLASH@LIGHTSHIP.DK

SOREN LOURING - PH. +45 45460778 - MOB. +45 40451411 - Ref.: 090226-SFL162.

TO: d'AMICO DRY MONACO TO: CARGILL INTL SA GENEVA

GENTS,

M/V MEDI VALENCIA / CARGILL

PLSD TO CONFIRM CHRTRS HAVE LIFTED THEIR SUBJECTS THUS WE ARE CLEAN FIXED AS FOLLOWS:

M/V MEDI VALENCIA

GEARED/GRABBED HANDYMAX BC

BUILT MITSUI ENGINEERING & SHIPBUILDING CO LTD. JAPAN JAN/08 , PANAMA\_FLAG

ABT 56,000 DWT ON 12.55 M SSW

LOA 189.99M/ BEAM 32.26 M

GT/NT ABT 31,500 / ABT 19,000

GRAIN CAP ABT 70,700 CBM

4 % 30 MT SWL WITH 4 X 12 CBM GRABS

5 HO/5 HA

SPEED/CONSUMPTION IN SMOOTH WEATHER UPTO MAX BF4/DSS3, NO ADVERSE

CURRENT, EXCLUDING SAILING IN RESTRICTED AREAS AND/OR IN/OUT PORTS:

LADEN ABT 13.5 KN ON ABT 31.5 MTS IFO FOR M/E + ABT 1.8 MT IFO+0.2MT MDO FOR D/G

BALL. AET 14.3 KN ON AET 31.5 MTS IFO FOR M/E + AET 1.8 MT IFO+0.2MT MDO FOR D/G

PORT CONS IDLE ABT 2.8 MT9 IFO + 0.3MTS MDO

WORKING 24 BRS ABT 5MT 1FO + 1 MTS MDO

VESSEL MAY USE MINOR QUANTITIES OF DIESEL WHILST NAVIGATING NARROW,

SHALLOW,

BUSY/RESTRICTED WATER AREAS, CANALS, IN AND OUT OF PORT, ENGINE/GENERATOR

STARTING/STOPPING ALL DETAILS "ABOUT"

FOR ACCOUNT CARGILL INTERNATIONAL SA, GENEVA

- DELY DLOSP HOUSTON ATDNSHING
- 1 TCT VIA SP(S) SB(S) SA(S) AA AWIWL WITH LAWFULL HARMLESS BULK GRAIN ALWAYS EXCL. EXPELLERS/SUNFLOWERS SEEDS EXPELLERS FROM USG TO INT. JAPAN
- VIA PANAMA CANAL OR CAPE OF GOOD HOPE
- LAYCAN 7-13 MAR 2009
- HIRE USD 36.750/DAILY
- REDEL DLOSP ISP SPORE/JAPAN RGE ATDNSHING
- BUNKERS ON DELIVERY TO BE ABT 1200/1300 MT IFO AND ABT 35 MT MDO. BUNKERS ON REDELIVERY TO BE ABT SAME QUANTITY AS ACTUALLY ON BOARD AS ON DELIVERY.
- BUNKER PRICES USD 280 PMT FOR IFO AND USD 500 PMT FOR MDO BENDS.

  CHRTRS TO PAY FOR ESTIMATED VALUE OF BUNKERS ON DELIVERY TOGETHER FIRST HIRE PAYMENT AND TO DEDUCT ESTIMATED VALUE OF BUNKERS ON REDELIVERY FROM LAST SUFFICIENT BIRE PAYMENT(S).
- 3,75PCT ADCOM PLUS 1,25PCT LIGHTSHIP CPH
- OTHERWISE AS PER OWNERS BTB C/P AS ATTACHED WITH LOGICAL ALTERATIONS IN ACCORDANCE WITH THE ABOVE AND:
- LINE 22 DELETE FROM "APPROVED BY OWNERS.." UNTIL "WAY OF RECTIFICATION",
  AND REPLACE WITH "THE LATER SHALL BE CONSIDERED BINDING FOR BOTH
  PARTIES, HOWEVER ALWAYS EXCLUDING AWT"
- - LINE 108 DELETE 45 AND 30 DAYS NOTICE

END RECAP//

ME THANK BOTH PARTIES VERY MUCH FOR THIS FIXTURE AND SHALL DRAW UP CP

RGDS

MediValencia amended trip TCT pdf

į.

ciao.

Medi valencia has been fixed to HMM for 1 tot to USG with steels in hold+windtowers on deck(same as previously done) as per the below recap.

However since this time, it is only for 1 lct, we will be opening in USG and possibly loading grain there after. Hence would request ops to ask the master to ensure that the holds are grain clean before commencing loading for the steels. The loadport in this case is expected to be kaohslung. Hence the vessel will have about 3 days to clean the holds.

The TCE for the full voyage bas dop turns out to be in the range of 3.7-3.8k.

We have the bimco nonpayment of hire of already included in the CP.

In this charter, HMM will pay us 50 days of hire upfront with no bunker payment as first hire.

For reference, the base op is attached.





MEDI VALENCIA-HMM-FI.doc medi valencia-hmm.xls

The brokers are R.S.Platou singapore.

Best Regards,

d'Amico Dry' - Singapore Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6854 7362 /-M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 /-M +65 9833 9543 --- Forwarded by Delphine Papalini/Montecarlo/Cogema/D'Amico Group on 18/09/2008 16:07 ----

Michael John Williams/Montecarlo/Coge ma/D'Amico Group

12/09/2008 14:36

To Lucio Bonaso/Montecarto/Cogema/D'Amico Group@damico, Paolo Montella/Montecarto/Cogema/D'Amico Group@damico, Thomas Ringberg/Montecarto/Cogema/D'Amico Group@damico, Pratik Ray Chowdhury/Montecarto/Cogema/D'Amico Group@damico, Ops Dry/Montecarto/Cogema/D'Amico Group@damico, Michael John Williams/Montecarto/Cogema/D'Amico Group@damico, Group@damico, Queenie Cheam/Montecarto/Cogema/D'Amico Group@damico, Delphine Papalini/Montecarto/Cogema/D'Amico Group@damico, Antonio Di Glovanni/Montecarto/Cogema/D'Amico Group@damico

CC

Subj MEDI LISBON / CARGILL - CP DD 12 SEPT 2008 - CLEAN ect RECAP

HEREWITH CLEAN RECAP OF MEDI LISBON - UNFORTUNATELY HAD TO REDUCE THE HIRE TO MEET CARGILLS DEMANDS!!!

RE: MEDI LISBON / CARGILL - CF DD 12 SEPT 2008 - CLEAN RECAP

PLSED TO DRAW CLEAN RECAP WITH CP DD 12 SEPT 2008, AS FOLLWS:

MV MEDI LISBON Geared/Grabbed Handymax BC Built Tsuneishi Heavy Ind. (Cebu), Inc/Dec 2006/Panama flag 58,700 on 12.828 m tpc :abt 57mt LOA : 189.99m/Beam 32.26 m (moulded) GT/NT :32,379/19,353 4 x 30 mt SWL with grabs 4 x 6/12 cbm min/max 5 Ro/5 Ha Speed/consumption in smooth weather upto max BF4/DS53, no adverse current, excluding sailing in restricted areas and/or in/out ports: About 14.25 knots(B)/13.75 knots (L)on about 31.5 metric tons IFO for main engine plus about 1.6 metric tons IFO for Diesel Generators for 24 hours, no marine Diesel Oil at sea; Daily port consumption: about 3.1 metric tons IFO idle / about 6 metric tons IFO working cranes; IFO specifications: IFO 8217: 2005(E) category ISO-F-RMG 380) Vessel may use minor quantities of diesel whilst navigating narrow, shallow, busy/restricted water areas, canals, in and out of port, engine/generator starting/stopping All details abt

i.

<sup>-</sup> ACCOUNT CARGILL INTERNATIONAL S.A. GENEVA OR CARGILL OCEAN TRANSPORTATION (SYNGAPORE) PTE LTD IN CHOP TO BE DECLARED LATEST BY VESSEL DELY- DEL DLOSF 1 SP KOSICHANG ATDNSHINC

<sup>-</sup> LAYCAN 19-23 SEPT, 2008 (00:01-23:59 HRS)

- FOR 1 TCT VIA SPS SBS SAS AA AWIWL VIA INDONESIA TO THAILAND WITB .HARMLESS/LAWFUL
  - COAL IN BULK
- REDEL DLOSP 1 SP THAILAND ATOMSHING
- DURATION ABT 20-25 DAYS WOG
- HIRE USD 33000 DIOT
- ILOHC USD 5000 L/S
- C/V/E USD 1250 PMPR
- BOD ABT 1000-1200 MT IFO AND ABT 30 MT MDO
- BOR OTTIES TO ABT SAME AS BOD OTTIES SINGAPORE PLATS PRICES ON 12 SEPT 2008
- 3.75 PCT ADD COMM + 1.25 PCT TO RS PLATOU (ASIA) PTE. LTD.
- OWISE AS PER OWNS BTB CP OF MV MEDI LISBON WITH LOGICAL ALTERATIONS /AMENDMENTS IN

LINE WITH MAIN TERMS AGREED ABOVE ++END RECAP

**RGDS** 

ciao.

Medi Lisbon has been accepted by banpu to perform d'Amico/Banpu cp dated 4/dec/2007 lift 2.

The lerms for reference are:-

Jorong/pagbilao 10000shine/12000shine frt: usd 27,50 pmt demm:65000

Since the contract is at a very high level, we have to maximise intake on medi lisbon.

Best Regards

d'Amico Dry - Singapore

Kindly note our NEW DIRECT numbers Thomas Ringberg-(Direct): +65 6854 7361 +65 6854 7362-Mike Williams (Direct): Pratik Ray Chowdhury (Direct): +65 6854 7363 German Garcia (Direct); +66 6854 7364 Capt Satish Kotakonda (Direct): +65 6854 7365 +65 6854 7366 Queenie Cheam (Direct): Fax +65 6586 0879

www.damicoint.com

To: D'Amico Singapore

From; Fearnleys (Thailand) Ltd. 25/09/2008 Date:

Time: 17:53:20 Ref: KV6756668 Tal: +66 2 253 6160

+66 2 254 6799 Fax: Email: ops@fearnleys.co.th

25th of September 2008

Pratik / Kanya

re : banpu npc 32th shipment

fm banou :-

qte

We confirm and accept MV. Medi Lisbon or SUB to perform the shipment with agreed laycan 7-16 October 2008 loading at Jorong anchorage and discharge at Pagbilao with estimate cargo intake 55,000mt+/-10%.

**LB DEP 179** 

ř

dry/Montecarlo/Construe/D'A mico-Group Sent by: Pratik Rey Chowdhury

19/11/2008 0222

To Ops Dn//Montecarlo/Cogema/D'Amico Group@damico, Lucio Bonaso/Montecarlo/Cogema/D'Amico Group@damico Thomas Ringberg/Montecarlo/Cogema/D'Amico

cc 'Group@damico, Antonio Di

Giovanni/Montecarlo/Codema/D'Amico Group@damico,

bcc

Subject Glow 18: medilisbon handover

dao.

medi lisbon has been appered by pariou to perform vey 18 of d'Amisadeaniel COA op dated 20/sept/2006.

This will be the last voy of this COA

+4

For reference the terms of this litting are:-

jorong/mapthaphut laycan 4-13 dec 2008 10kc/20ko frk10.20 pret demin:18000

بهب

Best Regards

BEERFERE COST COST CONTRACTOR CON

d'Amico Ory - Monapo Gustavo Centeiti P +377 9510 5604 / M +377 6 8086 3066 Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

Vanico Dry - Vancouver
Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

Pratik/Chiis

Re: d'Amico/Sama - Glow 18 - enris advise af:

We confirm and matter My Medi Lisbon to perform the Glaw shipment no.18 with agreed layour 4-13 December 2008 loading at Jorong anchorage and discharge at Glaw, Map Ta Phot.

Fyi, the agent at discharge port is OCCL.

Rgds

Sept via BlackBerrys from AIS

H

ciao.

pis find below the amended recap. The only change is the inclusion of the words "1 ict" in the recap.

Best Regards,

d'Amico Dry - Singapore Thomas Ringberg P +65-6854 7361 / M +65 9782 8622 Mike Williams P +65-6854 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65-6854 7363 / M +65-9833 9543

d'Amico Dry - Monaco Gustavo Corfetti P +377 9310 5604 / M +377 5 8056 3068 Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

d'Amico Dry - Vancouver Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

Yusrl/Pretik

as per telecon including the words "1 tot " in the recap,

Pls find below the amended recap\_with CP dated 11/dec/2008;-

#### M/V MEDI LISBON

Geared/Grabbed-Handymax BC Built Tsuneishi Heavy Ind. (Cebu), Inc/Dec 2006/Panama flag 58,700 on 12.828 m tpc :abt 57mt LOA:189.99m/Beam 32.26 m(moulded) GT/NT:32,379/19,353 4 x 30 mt SWL with grabs 4 x 6/12 cbm min/max 5 Ho/5 Ha Speed/consumption in-smooth weather upto max BF4/DSS3, no adverse current, excluding salling in restricted areas and/or in/out ports: About 14.25 knots(B)/13.75 knots (L)on about 31.5 metric tons IFO for main engine plus about 1.6 metric tons IFO for Diesel Generators for 24 hours, no marine Diesel Oil at sea; Dally port consumption: about 3.1 metric tons IFO idle / about 6 metric tons IFO working cranes; IFO specifications: IFO 8217: 2005(E) category ISO-F-RMG 380) Vessel may use minor quantities of diesel whilst navigating narrow, shallow, busy/restricted water areas, canals, in and out of port, engine/generator starting/stopping All details abt wog

Acct: Acemark Ventures Inc

**LB DEP 181** 

Acemark Ventures Inc was formed on the August 2003. Within 6 months of operations, the Company's turnover was over USD 60 million which includes shipping and trading of raw materials.

Now Acemark Ventures Inc is supplying sand to the Government of Singapore's Subsidiary Jurong Town Corporation(JTC). Acemark Ventures Inc. also owns E-Scaffolding Pte Ltd which is also a licenced importer of sand issued by the Building & Construction Authority of Singapore(BCA) and also owns E-Shipping Pte Ltd, which is the shipping Agent in Singapore attending to all the vessel's needs in Singapore.

#### Fullstyle:

371 Beach Road Key Foint #03-07 Singapore 199597 Tel: +65 63960550 Fax: +65 63965554 H/P: +65 91771141 Yusri Mohsen

Charterers' P&I Club - The Charterers P & I Club - 100A1

List of owned vessels which had since been sold or scrapped:

MV Emir, 27-311 SDBC - sold MV Nooraine, 27,008 SDBC - scrapped MV Maznah, 16,169 TWN - scrapped MV Normah, 16,169 TWN - scrapped

#### Some vessels fixed:

÷

MV Surya Tama, 22,654 dwt - on period since Sept 30 2007
MV Komodo, 34,470 dwt on period since Dec 7 2007
MV Sea Light II, 43,110 dwt - 3 laden legs - re-delivered
MV Roly Light, 37,680 dwt - 3 laden legs - re-delivered
MV Taedong, 13,634 dwt - 2 laden legs - re-delivered
MV Gumbong, 12,655 dwt - 2 laden legs - re-delivered
MV Sumbong, 12,655 dwt - now on hire
MV Akmi, 53,608 dwt - now on hire
MV Malavika 53,169 dwt - delivery 13th December 2000lt

MV Sea Light II, MV Holy Light - DND Management Inc(Owners) Capt John Mavrogiannis - +306974899545

MV Taedong, MV Gumbong - Korea Moran Shpg Co(Owners) -North Korean Owners' representative in Singapore - Mr An Thae Bong - +65 97275247

MV Surya Tama; MV Komodo WS Maritime Sdn Bhd(Owners) Capt Izhar- +60 123832621

MV Sahar - BOSCO(Head Owners) - Mr Taraz - +989123095649 Now Owners requesting for extension of a short period

MV Akmi - via Artemaris S.A.- Mr Kostas - +302109636636

MV Malavika - via Brisk Marine - Capt Malhotra - +919810016249

Attached file is the loading operations done on MV Akmi which is completed loading 8th Dec at 1530HRS.

#### END BACKGROUND

Would like to highlight the entire operations: Loading via barges/lighters equipped with rubber tire fenders(2-3 days) Discharge directly to the Government Gazetted reclaimation area(sea) in Singapore Western area called Tuas, BZB anchorage(2 days)

- 1. Delivery: Afaps Saigon ATDNSHINC
- 2: Re-delivery DLOSP 1 sp Singapore
- 3. Laycan: 0000 hrs 23rd Dec-2400 hrs 26th December 2008. Laycan basis LT.
- 4. For 1 tot duration 10-20 days WOG with river sand trading. Vessel will be deployed on Singapore Government's land reclaimation project. Cargo river sand originating from Mekong River. Saigon-Singapore trading allowed only.

Vessel will load at anchorage with lighters along side the ship/barges equiped with sufficient rubber tire fenders to the masters satisfaction. Vessel will discharge at Spore directly to the sea. All loading and Discharging operations will be done by using ships gear and grabs.

- 5. Hire USD 7,250 per day/rata daily including overtime
  USD 4,000 in lieu of hold cleaning lumpsum including removal of Dunnages
- 6. USD 1,200 lumpsum per 30 days or pro rata for covering all C/V/E
- 7. First 15 days hire and value of estimated consumable bunker(from Delivery to Singapore only) to be paid within 3 (three) banking days after the vessel's delivery. Charterers are entitled to deduct from last sufficient hire payment value of estimated consumable bunkers. Aire to be calculated on GMT basis.
- 8. Vessel to be delivered with about 850 metric tons of IFO and about 25-30 metric tons of MDO and to be redelivered with about same quantities of bunkers as on delivery. Bunker prices -usd 220 pmt for IFO and usd 460pmt for MDO. Charterers intend to bunker the vessel at Singapore.
- 9. If required, on-hire survey to be held in Owners' time at first loading port or delivery port and off-hire survey to be held in Charterers' time at last discharging port before redelivery by mutually agreed independent surveyors. Expenses for on/off-hire surveys to be equally shared between Owners and Charterers.

#### 10.Deleted

- 11. Any taxes levied by country of vessel's registry, craw nationality and ownership and flag to be for Owner's account. Any and all other taxes to be for Charterers' account:
- 12.0whers guarantee that the vessel is a crane equipped suitable for the carriage of as far as she has been described with engine(5) and bridge located aft. Vessel's grabs to be used and are suitable to load/discharge river sand with density max 1.3 mt per cbm.

13.Cargo gear to be in fully efficient state throughout the currency of the Charter Party. In case gears described as per vessel's details provided including grabs causes delays in loading and discharging operations(provided not caused as a result of stevedores misuse), then hire to be proportionately deducted.

14.As per owners proforma CP which is attached.

15.As per Owners proforma CP which is attached.

16.3.75 % address commissions

17.Otherwise as per owners proforma op which is attached. (CP is the amended version of the head BTB op with op dt 4/aug/2006)

End/

Medi Lisbon amended trip tot CP.pdf

Best Regards, "

Ciao,

Medi Lisbon has been clean fixed to Jaldhi overseas for 1 tot to china as per the below recap.

No broker is involved in this deal.

Charterers in all probability will declare WWR haldia delivery. We have already verbally agreed with Oldendorff regarding WWR redely option from them. We need to ensure that the master is kept fully informed about the same.

The hire agreed is 21000 per day which looks nice.

This fixture has been done offmarket and will have to be kept pnc.

Best Regards, Pratik

d'Amico Dry - Singapore Thomas Ringborg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6854 7382 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 / M +65 9833 9543

d'Amico Dry - Monaco Gustavo Corfetti P +377 9310 5604 / M +377 6 8086 3066 \*Paolo Montella P +377 9310 5590 / M +377 6 8086 8799

d'Amico Dry - Vancouver Lorenzo Bottazzi P +1 604 484 8022 / M +1 778 888 6528

> dry/Montecarlo/Cogerna /D'Amico Group Sent by: Pratik Ray Chowdhury.

02/12/2009 10:02 AM

To chartering@jaidhi.com

cc amit@jaidhi.com, Ops Bry/Montecarlo/Cogema/D'Amico Group@damico, dry/Montecarlo/Cogema/D'Amico Group@damico

SUBJ MEDI LISBON/JALDHI OVERSEAS CLEAN RECAP WITH CP

ect dated 12/feb/2009

#### Amit/Pratik

Ref telecons, can confirm that we are clean fixed with CP dated 12/feb/2009 as per the below recap:-

#### M/Y MEDI LISBON

Geared/Grabbed Handymex BC Built Tsuneishi Heavy Ind.(Cebu), Inc/Dec 2006/Panama flag 58,700 on 12.828 m tpc:abt 57mt LOA:189.99m/Beam 32.26 m(moulded) GT/NT:32,379/19,353 4 x 30 mt SWL with grabs 4 x 6/12 cbm min/max 5 Ho/5 Ha

Speed/consumption in smooth weather upto max BF4/DSS3, no adverse

current, excluding sailing in restricted areas and/or in/out ports:

About 14.25 knots(B)/13.75 knots (L)on about 31.5 metric tons IFO for main engine plus about 1.6 metric tons IFO for Diesel Generators for 24 hours, no marine Diesel Oil at sea; Daily port consumption; about 3.1 metric tons IFO ldie / about 6 metric tons IFO working cranes;

IFO specifications: IFO 8217: 2005(E) category ISO-F-RMG 380)

Vessel may use minor quantities of diesel whilst navigating narrow, shallow, busy/restricted water areas, canals, in and out of port, engine/generator starting/stopping
All details abt

- FIXTURE TO BE KEPT ABSOLUTELY PRIVATE AND CONFIDENTIAL
- Account JALDHI OVERSEAS SINGAPORE PTE LTD
- Defy dlosp or in chopt WWR Haldia atdnshine. If the charterers delay in declaring the wwr option, and if owners have already booked pilot for salling out, then chrirs to pay for the cancellation of the pilots plus any direct incidental expense which may arise for the late declaration of the option.

Laycan 15-25 Feb 2008(0001HRS-2359 HRS LOCAL TIME)

- FÖR 1 TCT VIA SPS SES SAS AA AWIWL VIA ECLTO CHINA WITH HARMLESS/LAWFUL IRONORE IN BULK
- REDEL DLOSP 1 SP CHINA ATDNSHINC (Chrtrs to give 7/5/3/2/1 days definite notice of redel mentioning with definite redel port)
- DURATION ABT 25-30 DAYS WOG
- HIRE-USD 21,000 DIOT

- BOD abt 950-1050 mt ifo and abt 20-30 mt mdo
- BOR abt same as on delivery(PRICES USD 275/MT FOR IFO AND USD 400/MT FOR MDO) .
- ILOHC Vs USD 5,000
- CVE USD 1,250 pmpr
- 1st 15 days hire and value of est consumable bunkers till singapore to be paid w/n 3 banking days after vsls delivery. Chiris hv the right to deduct value of estd bunkers consumed till spore (as paid with first chire), from last sufficient chire
- If DLOSP haldia option is declared then vals holds on arrival first loading port to be clean/swept and washed

down-with-freshwater and dried and ready to receive chtrs intended cargo, being free of loose rust scale and previous cargo residues to the satisfaction of an independent surveyors, shd vsi not to ready or approved by relevant surveyors as being fit and suitably clean for chtrs intended cargo the vsi to be officire from time of rejection until the vsi is presented and any direct ex

vsi to be offinire from time of rejection until the vei is accepted and any direct expenses incurred to be paid by owners.

- IF CHTRS EXERCISE 'WWR' OPTION, OWNERS ARE NOT TO BE RESPONSIBLE FOR HOLDS CLEANLINESS BUT WILL RENDER THEIR BEST COOPERATION FROM VESSEL'S CREW IN ASSISTING SHORE LABOR(PROVIDED LOCAL RULES AND REGULATIONS ALLOW SAME) APPOINTED BY CHTRS FOR HOLDS CLEANING.

-IN THE EVENT CHRRS DECLARE WWR OPTION, VSL TO BE DELIVERED TO CHRRS ON COMPL OF DISCHARGE OF CURRENT CARGO AND COMPLETION OF ALL DOCUMENTATION / DEPARTURE FORMALITIES BY PORT AUTHORITIES FOR PREVIOUS CARGO / DISCHARGE OPERATION'

- 3.75 PCT ADD COMM
- otherwise as per Owners Amended Head BTB c/p dl 4/aug/2006(which is attached) toglically amended / altered as per main terms agreed and further following amendments / alterations as follows:-
- L.87 : PLS DELETE 'AND SUFFICIENT TO REACH MAIN BUNKERING PORT ++end recap

Medi Lisbon amended trip tot CP.pdf

Thanks for your support.

For all operational matters pis send emails to ops.dry@damicoint.com .

Best Regards,

d'Amico Dry - Singapore Thomas Ringberg P +65 6854 7361 / M +65 9782 8622 Mike Williams P +65 6854 7362 / M +65 9126 4128 Pratik Ray Chowdhury P +65 6854 7363 / M +65 9833 9543

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d'Amico Dry - Vancouver Lorenzo Bottezzi P +1 604 484 8022 / M +1 778 888 6528

# Other Documents

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Invoice Date: 30 January 2009 Invoice No. FFA-MEL-2009-01-PMH Page No. 1

#### PRIMERA MARITIME (HELLAS) LTD

Broker	FFA Date	Trade Ref	Route	Contract Rate	Period	Quantity	Settlement Rate	Profit/Loss Opt
<b>IFCHOR</b>	02/09/2008	89025	8PI4TC	55,750.0000	1/2009	15.5	4,397.5357	795,963.20
. (	1)				T	Total due in our favour		7 <del>95</del> ,963.20
in the	of Payment	5 banking days						

s of Payment 5 banking day ie Date 06/02/2009

Kindly remit to BNP Paribas New York Swift Code BNPAUS3N To the credit of BNP Paribas (Suisse) Sa Jeneve - Switzerland Swift Code BPPB CH GG In Fayour of d'Amico Dry Limited Account n° 86462/1J Iban Code CH71 0868 6001 0864 6200 1

Note: Under the terms of the FFABA contract, when making settlement payment, all bank charges are for the account of the payer

( \_\_\_\_

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with a trodein
outle-et

d'Arrice Dry Limited
of Arrice Dry Limited

a d'Anno Social di Navgazone Compan VAT & ICC3716977 Company Reg. No. 351597

#P#CDSquecount.com

Address 25 filmilian Square Dublic 2 - keland

7 - 363 1 6761840 F + 353 1 6761843 Eury Provinceint com 1 計画 (株)

O WE SE

Case 1:09-cv-07840-JGK

Document 14-3

Filed 11/09/2009

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Failure to pay - Notice

Primera Maritime (Hellas) Ltd 6, Roupel Street 145 64 Kifissia Athens Kind Attention: M. Paul Coronis

09<sup>th</sup> February 2009

By courier

Dear Sirs

Re; Contract no: 89025 dated 02/09/2008 (the "FFA")

We refer to the FFA.

In relation to the Janeury settlement period under the FFA, payment to d'Amico Dry Ltd in the amount of USD 795.963,20 was due no later than 5 (five) London business days after the Settlement Date – i.e. by 6th February 2009. Such payment has not been received pursuant to Clause 8 of the FFA.

We hereby give you notice that you are in breach of the FFA and all of our rights in this regard (including our right to obtain security for the amount of USD 795,963,20 that is now due and owing) are reserved. Further, if your fallure to make payment is not remedied on or before the third Local Business Day (as defined in the FFA) after receipt of this notice, then an Event of Default will have occurred under the FFA. Again, all of our rights in that regard are reserved.

We await payment of the outstanding amount together with Interest at the Applicable Rate (as defined in the FFA).

Yours faithfully

For and on behalf of d'Amico Dry Ltd

a global shipping company , scalaring traditions with a modern



Official web site www.damicom.com

Address The Anchorage 17-19 Sir John Regerson's Ovey Dublin 2 - Iretand

P +353 1 6740100 F +353 1 6770212 Directors
Pater Cabill, Niamh O'Neil,
Marco Flori (Italian).
Hudano Bonaso (Italian).
Francis Lambert (English)
Company Secratory
First Island Secretaries Limited





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#### Failure to pay - Notice of Event of Default and Early Termination

Primera Maritime (Hellas) Ltd 6, Roupel Street 145 64 Kifissia Athens Kind Attention: M. Paul Coronis

18th February 2009

By couner

Dear Sira

Re: Contract no: 89025 dated 02/09/2008 [the "FFA"]

We refer to the FFA

The sum that is due and owing to d'Amico Dry Lid in relation to the January settlement period under the FFA remains unpaid. Despite the notice that we sent to you on 09th February 2009 you have not remedied your failure to pay within the timeframe required in the FFA.

Your failure to make payment pursuant to the terms of the FFA constitutes an Event of Default in respect of a Failure to Pay or Deliver under clause 5(a)(i) of the ISDA Master Agreement constituted by and/or incorporated in the FFA.

In the circumstances, by this letter, we hereby notify you that an Event of Default has taken place and is now confinulting. As a result of the Event of Default, we are entitled to designate an Early Termination Date in respect of the FFA, bringing the FFA to an end. We hereby designate 23" February 2009 as the Early Termination Date for the FFA and the FFA is hereby terminated as specified.

Our rights under the FFA and for otherwise are fully reserved.

Yours faithfully

For and on behalf of d'Amico Dry Ltd

e global sisteping company scafering traditions with a modern outbook

d'Amico Dry Limited s d'Amico International S.A. Company VAT # IES3716977 Company Reg. No. 351697

Official web site

Address The Anchorage 17-19 Sir John Rogerson's Quay Dublin 2 - Ireland

P +353 1 5745100 F +353 1 6770212 Oirectors Peter Cathill, Niamh C'Neill, Marce Fisel (Italian), Luciano Bonaso (Italian), Francis Lambert (English) Company Sucretary First Istand Secretaries Lichited





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Case 1:09-cv-07840-JGK

Document 14-3

Filed 11/09/2009

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Primera Maritime (Hellas) Ltd 6, Roupel Street 145 64 Kifissia Athens

For the attention of Paul Coronis

12 March 2009

By courier

Dear Sirs

Contract no: 89025 dated 02/09/2008 (the "FFA")

We refer to our previous letters concerning the above-captioned FFA.

Pursuant to clauses 6(d) and 6(e) of the ISDA Master Agreement Incorporated in and/or evidenced by the FFA, this letter and enclosures constitute a statement that the sum of US\$1,306,839.50 is payable as a result of the early termination of the FFA.

For the avoidance of doubt, the above sum is due in addition to the balance of the sum due in respect of the January settlement date, which was not received in respect of the FFA (together with compound interest at USD-LIBOR plus 2% pursuant to clause 9 of the FFA).

We further reserve the right to claim compound interest at USD-LIBOR plus 2% pursuant to clause 9 of the FFA for all sums which remain outstanding after the due date for payment.

a global chipping company seafaring traditions whiteok



d'Amico Dry Llmited a d'Amico Società di Navigezione Company VAT # 1637 16977 Company Rag. No. 361697

Official web site
www.damicohlp.com

Address The Anchorage 17-19 Sk John Rogerson's Overy Dublin 2

P +353 1 5740100 F +350 1 6770212 E dny@damkoint.com Directors
Luciano Bonasio (Ralkan), Peter Cahili
Cesare d'Amico (Italian), Franci
Lembert (English), Niamih O'Neil

Company Secretary



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The account into which all sums due to be paid is as follows:

BNP Paribas New York Swift Code: BNPAUS3N To the credit of BNP Paribas (Suisse) Sa Geneve – Switzerland Swift Code BPPB CH GG In favour of d'Amico Dry Litnited Account No. 86462/1] Iban Code CH71 0868 6001 0864 6200 1

Our rights under the FFA and /or otherwise are fully reserved.

Yours faithfully

For and on behalf of d'Amico Dry Ltd

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Filed 11/09/2009

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FFA

Messrs. Primera Maritime (Hellas) Ltd

Invoice n'	FFA-MEL-2009 23Feb09	PMH
	24/02/2009	



#### 8,902,5 Trade Ref 02/09/2008 Contract date BPI average 4TC Routes Freight Route Contract Period Q1-09

Mark to Market at 23rd February 2009

632,450.00 February 2009 March 2009 674,389.50

1,306,839.50 Total Due



BNF Paribas New York Kindly remit to BNPAUSSN Swift Code

BNP Paribas (Suisse) SA Geneve - Switzerland To the oredit of

BPPBCHGG Swift Code d'Amico Dry Limited In Favour of

86452/IJ Account no

CH71 0868 6001 0864 6200 1 Iban Code



# IFCHOR S.A.

#### SHIPPROKERS & CHARTERING AGENTS.

Securities & FFA Division
PLACE PEPINET 1 - CH-1003 LAUSANNE, SWITZERLAND
TEL. + 41 21 310 3131 - TELEX 450351 IFC CH - TELEFAX + 41 21 310 3100
securities@ifchor.ch

Lausanne, 30/9/08

# F.F.A. settlement note /September 2008 BPI Average 4 Panamax TC Routes

Ref. 8.804.6.CoRa.TC/Ifchor Contract date 4/8/08

Seller D'Amico Finance Ltd., Dublin

Buyer Primera Maritime (Hellas) Ltd, Piraeus

Sellers broker Ifchor

Buyers broker Ifchor

Expiry Last BPI day of September 2008

Price \$61,500 per day

Quantity 30 days

Settlement Monthly, against all BPI days of the month

Settlement price according to our records \$39,836.7159

**Difference \$ 21,663.2841** by quantity 30

Total due \$ 649,898.52

by Primera Maritime (Hellas) Ltd, Piraeus

to D'Amico Finance Ltd., Dublin

A formal invoice should follow from the Creditor, which should be initially faxed in copy to us and, if a fax address appears in the contract, to the Counterparty.

Sent to Cogema & Primera

E.&O.E.



# IFCHOR S.A.

#### SHIPPROKERS & CHARTERING ACENTS

Securities & FFA Division
PLACE PEPINET 1 - CH-1003 LAUSANNE, SWITZERLAND
TEL. + 41 21 310 3131 - TELEX 450351 IFC CH - TELEFAX + 41 21 310 3100
securities@ifchor.ch

Lausanne, 30/9/08

# F.F.A. settlement note /September 2008 BPI Average 4 Panamax TC Routes

Ref. 8.903.1.RaCo TC/Ifchor Contract date 3/9/08

Seller Primera Maritime (Hellas) Ltd, Piraeus

Buyer D'Amico Finance Ltd., Dublin

Sellers broker Ifchor Buyers broker Ifchor

Expiry Last BPI day of September 2008

Price \$51,000 per day

Quantity :15 days

Settlement Monthly, against all BPI days of the month

Settlement price according to our records \$ 39,836.7159

Difference \$11,163.2841 by quantity 15

Total due \$ 167,449.26

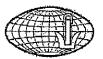
by D'Amico Finance Ltd., Dublin

to Primera Maritime (Hellas) Ltd, Piraeus

A formal invoice should follow from the Creditor, which should be initially faxed in copy to us and, if a fax address appears in the contract, to the Counterparty.

Sent to Primera & Cogema

E.&O.E.



## IFCHOR S.A.

SHIFBROXERS & CHARTERING AGENTS



SECURITIES & FFA DIVISION

PLACE PERINET 1 - CH-1003 LAUSANNE, SWITZERLAND

TEL. +41 21 310 3131 - FAX +41 21 310 3100

E-MAIL: securities@ifchor.cb

# FORWARD FREIGHT AGREEMENT BROKERS ASSOCIATION ("FFABA")

### FORWARD FREIGHT AGREEMENT FFABA 2007 TERMS

Trade Ref:

8.903.9.CoRa,TC/Ifchor

Contract Date:

Wednesday, September 3, 2008

The purpose of this confirmation is to state the terms and conditions of the forward freight swap agreement entered into between:

. Seller

D'Amico Finance Limited

25, Fitzwilliam Square Dublin 2 - Ireland

Tel N. + 353 1 676 18 40 Fax N. + 353 1 676 18 43

Email. ffa@damicoint.com P.I.C. Thierry Langiois

and

Buyer

Primera Maritime (Hellas) Ltd.

106, Ag. Orods Street 185 46 Piraeus

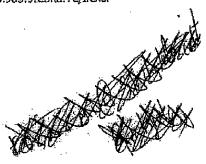
Tel N. +30 210 6207 220 Fax N. +30 210 620 2128

Email. pcoconisrimera.gr

P.I.C. Paul Coronis

The agreement between the parties set out in this Confirmation is a Confirmation pursuant to the Master Agreement.

Trade Ref: 8.903.9.CoRa.TC/Ifchor



In this Confirmation, "Master Agreement" has the meaning given to it in clause 9 if that clause applies, and if it does not, means any master agreement by which the Transaction entered into pursuant to and in accordance with this Confirmation is governed.

Until superseded by notice information in a subsequent Confirmation or other communication, the above addresses are hereby recognized as the correct addresses to which any notification under this Confirmation may be properly served.

The terms of this Confirmation are as follows:

#### Contract Route(s):

As per the arithmetical average of the **Routes 1A**, **2A**, **3A** and **4** [Transatlantic TC Round Voyage, TC Trip Out, Transpacific TC Round Voyage, TC Trip Back] of the **Baltic Panamax Index** as defined by the Baltic Exchange on the Contract Date and any route replacing or substituting that route subsequently published by the Baltic Exchange on or before the Settlement Date and with effect from the date of such replacement or substitution.

2) Contract Rate: USD 59'000.00 per day

3) Contract Quantity: 46 days (see below)

4) Contract Months: October 2008 (15,5 days)

November 2008 (15 days) December 2008 (15,5 days)

#### 5) Settlement Date:

The last Baltic Exchange Index publication day of each Contract Month.

#### 6) Settlement Rate:

- (a) Each settlement rate (the "Settlement Rate") shall be the unweighted average of the rates for the Contract Route(s) published by the Baltic Exchange over each Settlement Period (defined as all Baltic Exchange Index publication days of each applicable Contract Month up to and including the Settlement Date).
- (b) If for any reason the Baltic Exchange cannot provide any rate required for establishing the Settlement Rate, then the current chairman of the FFABA may be instructed by either party to form a panel comprising of a minimum of three

2

Trade Ref: 8.903.9.CoRa,TC/Ifchor

independent brokers (the "Panel") to determine an appropriate rate, which determination will be final and binding on both parties.

- (c) Each party shall bear its own costs and expenses in connection with any determination made pursuant to this clause 7.
- (d) The parties shall severally indemnify and hold harmless each of the members of the Panel, the Baltic Exchange and its members and the FFABA and its members (the "Indemnified Persons") against all liabilities, actions, demands, costs and expenses incurred by any of them arising directly or indirectly out of or in connection with the formation of the Panel and any determination made by the Panel.
- (e) As between the parties, each party shall have a right of contribution against the other party in respect of any Indemnity payment made pursuant to the preceding paragraph so that their respective liabilities pursuant to that paragraph shall be equal.

#### Settlement Sum:

The "Settlement Sum" is the difference between the Contract Rate and the Settlement Rate multiplied by the Quantity by Contract Month. If the Settlement Rate is higher than the Contract Rate, the Seller shall pay the Buyer the Settlement Sum. If the Settlement Rate is lower than the Contract Rate, the Buyer shall pay the Seller the Settlement Sum.

#### 8) Payment Procedure and Obligations:

- (a) Payment of the Settlement Sum is due on the later of two (2) London business days after presentation of payée's invoice (with complete payment instructions) or five (5) London business days after the Settlement Date and for this purpose a "London business day" means a day (other than a Saturday or Sunday) on which commercial banks are open for business in London). The Settlement Sum will be deemed "paid" when it has been received into the bank account designated by the payee.
- (b) Payment of the Settlement Sum shall be made telegraphically, in full, in United States dollars. The costs incurred in effecting payment shall-be for the account of the payer. Payment may only be effected directly between the parties. The Settlement Sum shall be paid without any deduction or set-off except as permitted pursuant to the Master Agreement or otherwise as agreed by the Buyer and the Seller in writing.

#### 9) ISDA Master Agreement:

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### This clause 9 applies only if either:

- this Confirmation does not already constitute a Confirmation under an existing master agreement entered into by the parties to this Confirmation; or
- (ii) the parties agree, either by virtue of clause 20 or otherwise, that the terms of the Master Agreement that is constituted by this clause are to replace any such existing master agreement.

This Confirmation constitutes and incorporates by reference the provisions of the 1992 ISDA® Master Agreement (Multicurrency – Cross Border) (Without Schedule) as if they were fully set out in this Confirmation and with only the following specific modifications and elections:

- (a) Section 2(c)(li) shall not apply so that a net amount due will be determined in respect of all amounts payable on the same date in the same currency in respect of two or more Transactions;
- (b) Seller is the Calculation Agent except where the Seller is the Defaulting Party in which event Buyer is the Calculation Agent;
- the most current published set of ISDA® Commodity Definitions and ISDA® Definitions shall apply;
- (d) Credit Event Upon Merger is applicable to both parties;
- (e) for the purposes of payments on Early Termination, Loss will apply and the Second Method will apply;
- (f) Automatic Early Termination will apply to both parties;
- (g) the Termination Currency is United States dollars;
- (h) the Applicable Rate shall mean the one month USD-LIBOR plus 2%, reset daily and compounded monthly;
- Local Business Day or banking day shall each refer to such a day in London;
- (j) such other modifications as shall be necessary for such incorporation;
- (k) references to "this Master Agreement", "this Agreement", "herein" and other like expressions shall be construed as being references to this Confirmation incorporating such provisions,

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and this Confirmation, Including such incorporated provisions, shall govern the Transaction referred to in this Confirmation and any other Transaction referred to in clauses 20 and 21.

The agreement constituted and incorporated by the incorporation of the provisions of the 1992 ISDA® Master Agreement (Multicurrency - Cross Border) (without Schedule) pursuant to this clause is referred to in this Confirmation as the "Master Agreement".

#### 10) Capacity and Good Standing:

In line with and in addition to (as appropriate) the representations contained in Section 3 of the Master Agreement, each party represents to the other party that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its
  organization or incorporation, and is solvent and in good standing;
- (b) It has the power to execute, deliver, and perform this Confirmation;
- (c) all governmental and other consents that are required to have been obtained by it with respect to this Confirmation have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- (d) In the event that a party to this Confirmation is a person organized under, domiciled in, or having its principal place of business in, the United States, each party represents to the other party that it is an "eligible contract participant" as defined in § 1a(12) of the Commodity Exchange Act (7 U.S.C. § 1a(12), as amended).

#### 11) Telephone Recording:

Each party consents to the recording of telephone conversations in connection with this Confirmation.

#### 12) Commission:

Each of the parties agrees to pay brokers' commission to any broker (a "Broker") as agreed with any Broker.

#### 13) Non-Assignability:

Except as provided in Section 7 of the Master Agreement, this Confirmation is non-assignable unless otherwise agreed in writing between the parties to this Confirmation.

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#### 14) Principal To Principal:

This Confirmation is a principal to principal agreement with settlement directly between the two parties. Both parties agree that **Ifchor SA** shall be under no obligation or liability in relation to this Confirmation. Both parties agree jointly and severally to indemnify and hold harmless **Ifchor SA** against all actions, including but not limited to all claims, demands, liabilities, damages, costs and expenses both from the two parties and any third party. Claims, demands, liabilities, damages, costs and expenses suffered or incurred are to be settled directly by or between the two parties.

#### 15) Law and Jurisdiction:

This Confirmation shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the High Court of Justice in London, England. The terms of Section 12(a) of the Master Agreement notwithstanding, proceedings may be validly served upon either party by sending the same by ordinary post and/or by fax to the addresses and/or fax numbers for each party given above.

#### 16) Entire Agreement:

This Confirmation and the Master Agreement set out the entire agreement and understanding of the parties with respect to the subject matter of this Confirmation and supersede all oral communication and prior writings with respect thereto.

#### 17) Payment Account Information:

For Seller: Bank address:

BNP PARIBAS NEW YORK SWIFT: BNPAUS3N

To the credit of : BNP PARIBAS (SUISSE) SA

Geneve

SWIFT: BPPBCHGG

Beneficiary: D'Amico Finance Limited

ACCOUNT: #86462/1i

IBAN: CH37 0868 6001 0864 6300 1

For Buyer: Bank address:

HSBC BANK PLC, PTREAUS, GREECE IBAN: GR29 071 0001 0000 001 008374 071

ACCOUNT NO. 001 008374 071

**BIC: MIDL GR AA** 

FAVOUR: JPC INVESTMENTS S.A.

RE: PRIMERA TRADE

#### 18) Third party rights

- (a) Unless provided to the contrary in this Confirmation, a person who is not a party to this Confirmation has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Confirmation.
- (b) Any Indemnified Person and any Broker shall have the right to enjoy the benefit of and enforce the terms of clause 6(d) in the case of any Indemnified Person and clause 14 in the case of any Broker.
- (c) Notwithstanding any term of this Confirmation, the consent of any person who is not a party to this Confirmation is not required to rescind or vary this Confirmation.

### 19) Partial Invalidity

If, at any time, any provision of this Confirmation or the Master Agreement is or becomes illegal, invalid or unenforceable in any respect under any laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality or enforceability of the provision under the laws of any other jurisdiction will in any way be affected or impaired.

# 20) Inclusion of historical Confirmations under Master Agreement

- (a) Unless the parties to this Confirmation specifically agree otherwise in writing, this clause 20 shall apply in accordance with its terms.
- (b) This clause 20 applies to this Confirmation and to every agreement entered into between the parties to this Confirmation (and no other persons) before the date of this Confirmation that is in respect of a forward freight swap, option or derivative:
  - (I) that is expressly stated to be subject to, or is subject to substantially the same terms as, either the FFABA 2000 terms, the FFABA 2005 terms or the FFABA 2007 terms, with or without amendment; and
  - (ii) in the case of a Confirmation that is stated to be subject to, or subject to substantially the same terms as, the FFABA 2007 terms that does not incorporate a clause substantially in the same form as this clause 20.
- (c) Each agreement to which this clause 20 applies shall be treated as a Confirmation under the Master Agreement constituted pursuant to clause 9 as if such agreement had been entered into between the parties on the terms of the Master Agreement on the date of the first such Confirmation.

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- (d) If there is any inconsistency between the provisions of any agreement constituted pursuant to paragraph (c) above and the agreement constituting a Transaction to which this clause 20 applies, the provisions of the agreement constituting the Transaction to which this clause 20 applies will prevail for the purposes of the Transaction under such agreement.
- (e) This clause 20 shall not affect any rights or obligations of the parties under any Transaction accrued before the date of this Confirmation.
- (f) This clause 20 is effective notwithstanding any entire agreement clause or similar provision in any such agreement relevant to any such Transaction.

# 21) Inclusion of subsequent Confirmations under Master Agreement

- (a) Unless the parties to this Confirmation specifically agree otherwise in writing, this clause 21 shall apply in accordance with its terms.
- (b) This clause 21 applies to every Confirmation that is in respect of a forward freight swap, option or derivative entered into between the parties to this Confirmation (and no other persons) subsequent to an agreement incorporating a Master Agreement (as defined in and pursuant to a clause substantially in the same form as and equivalent to clause 9) having been entered into by them.
- (c) Each such subsequent Confirmation shall constitute a Confirmation under the Master Agreement on the terms of clauses 20(c), (d), (e) and (f) as if they were incorporated and fully set out in this clause 21 with appropriate and necessary modifications for such incorporation.

Signed for the Seller by

Signed for the Buyer by

Duly Authorized Signatory

d'Amico Finance Limited

**Duly Authorized Signatory** 

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# Panamax Ships

	Ship	Charterer	Fixture	Lay/Can	Charter	Route	Rate	Pages
1.	Medi Genova	Cargill	17 Nov. 08	19-25 Nov.	Trip	So. Afr. to Europe	\$4,600	16-21
2.	Medi Rotterdam	Noble	2 Feb. 09	1-6 Feb.	Time (24 Apr1 July)	Korea-Japan	\$8,000	22-25
3.	Medi Kobe	SwissMarine	8 Sept. 08	9-14 Sept.	Trip	Brazil to LA to Far East	\$67,000	26-28
4.		Noble	19 Dec. 08	24-29 Dec.	Voyage	Indonesia to Hong Kong	\$3.20/mt.	29
5.		Oldendorff	21 Jan. 09	25-30 Jan.	Trip	W. Aust. to China	\$2,050	30-33
6.		Sangamon	5 March 09	6-10 Mar.	Trip	ECSA to Sing./Japan	\$15,500	34-35
7.	Medi Singapore	Raffles	22 Oct. 08		Trip	USNW to Sing./Japan	\$5,750	36-42
8.		Enel	27 Nov. 08	16-25 Dec.	COA	Indonesia	(14 Dec. 06)	43-44
9.		Cosco	13 Mar. 09	18-22 Mar.	Trip	Yuzhny to Europe	\$21,750	45-46
10.	Medi Sentosa	STX	22 Oct. 08	21 Oct.	Trip	SA to Sing./ Japan	\$15,250	47-49
11.		E.A.S.T.	15 Dec. 08	17-23 Dec.	Trip	No. Pac. To Middle East	\$4,000	50-56
12.		Windrose	26 Feb. 09	26-28 Feb.	Trip	SA to Europe	\$10,250	57-58
13.	Medi Lausanne	Oldendorff	26 Sept. 08	_	Trip	USWC to Japan	\$33,250	59-60
14.		Enel	25 Nov. 08	3-12 Dec.	COA	Indonesia	(13 Feb. 06)	61-63

## January 2008 to April 2009 BPI Daily Prices (Average of Four Panamax Time Charter Routes)

